

DATE

NAME
ADDRESS LINE 1
ADDRESS LINE 2

RE: NAME OF CASE
CAUSE NUMBER
OUR FILE NUMBER

Dear CLIENT:

This will confirm our discussions at my office, and my follow up telephone call with you, on DATE. As we discussed, my firm is willing to represent you with regard to DESCRIPTION OF CASE . If this letter meets with your approval, please print off and sign a copy of this letter, and return it to me, by email or regular mail. I will work with you in filing a charge of discrimination with JURISDICTION. If the matter is not settled there, our current plan is to file a lawsuit against your former employer once the JURISDICTION administrative process is completed. The terms of this firm's representation of you for purposes of your claim against ADVERSE PARTY , are as follows:

1. ATTORNEY NAME shall be the attorney primarily responsible for your (the client's) case, but other attorneys with the firm of FIRM NAME may, from time to time, participate in the representation of the client.

2. A contingency fee arrangement shall pay the fees of the law firm as follows. The firm shall receive as its fee the greater of any amounts computed under subparts (a), (b), (c), (d) and (e) immediately below:

(a) In the event that the client receives a sum, through a settlement at the trial court level or a trial court judgment, the attorney's fee will be forty percent (40%) of the net recovery (i.e. gross recovery less reimbursement of costs). Net recovery under (a) shall include any award of attorney fees.

(b) In the event that the client receives a judgment that designates a specific sum for attorney's fees, the attorney's fee shall be such specific sum.

(c) In the event the client receives a judgment or accepts a settlement that allows for the petition of attorney fees, the attorney's fee shall be the amount allowed by the Court on such petition, or as negotiated by the attorneys.

(d) In the event the client accepts a settlement that includes within the settlement the attorney's fees, the attorney's fees shall be computed at an hourly rate of \$275.00 for ATTORNEY NAME and other partners' time and lesser amounts for associates' times under the firm's rate schedule. If the fees are to be computed under this subsection (d), the client shall have the right of notice to the fees' amount prior to acceptance of the settlement and in no event shall the fees exceed the total settlement amount.

(e) In the event the case is tried to conclusion and lost, or dismissed without provision for fees, the attorney will receive no compensation from the client.

3. "Costs" include, by way of example, (but are not limited to) filing fees, service of process fees, witness fees, expert charges, travel expenses, hotel and food charges, and court reporter fees. The law firm will advance these costs during the course of the administrative proceedings and the trial court proceedings. The law firm may seek a court award of costs, as that term may be defined by the law applicable to the type of action involved, and will apply any such award toward satisfaction of the client's obligation to reimburse "costs" that may have been advanced.

4. Representation services will be limited to pursuit of the above-described claim and lawsuit. Any other legal claims or lawsuits involving the client are not covered by this agreement.

5. No settlement of any nature shall be made for the claim or lawsuit without the approval of the client, nor shall the client obtain any settlement without the notice and complete knowledge of the attorney.

6. The client shall keep the law firm advised of his/her whereabouts at all times and shall cooperate fully in providing testimony, documents, and assistance in answering inquiries by defendant(s).

7. The law firm may withdraw for good cause, in its sole professional judgment and consistent with the professional code of ethics, from representation of the client upon reasonable written notice to the client, and the client agrees to sign all necessary withdrawal or substitution of counsel papers. In this event, no compensation is due the law firm.

8. The client may withdraw from this agreement by reasonable notice to the attorney, but in such event the attorney shall have a lien upon any subsequent money judgment or settlement amount in an amount consistent with the provisions of paragraph 2 (including subparts a through e) above.

9. This agreement shall be construed under and in accordance with the laws of the State of Indiana.

If this letter meets with your approval, please sign where indicated below. Thank you.

Very truly yours,

ATTORNEY NAME

"CLIENT"

DATED: _____

CLIENT NAME